

## STATE of WASHINGTON



## SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

CERTIFICATE OF INCORPORATION

of

RABANCO ACQUISITION COMPANY TWO

as filed in this office on May 7, 1998.



Date: July 22, 1998

Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

  
RALPH MUNRO

Ralph Munro, Secretary of State

## STATE of WASHINGTON



## SECRETARY of STATE

*I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this*

## CERTIFICATE OF INCORPORATION

to

RABANCO ACQUISITION COMPANY TWO

a Washington Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

UBI Number: 601 874 572

Date: May 07, 1998



*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

*RALPH MUNRO*

Ralph Munro, Secretary of State

2-580843-7

RAB000249

RAB000249


**STATE OF WASHINGTON  
SECRETARY OF STATE**

Ralph Munro, Secretary of State

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

 CORPORATIONS DIVISION  
505 E. UNION • PO BOX 40234  
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

 FILED  
STATE OF WASHINGTON

MAY 07 1998

 RALPH  
SECRETARY OF STATE

**APPLICATION TO FORM A  
PROFIT CORPORATION**

(Per Chapter 23B.02 RCW)

**FEE: \$175**

 EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY  
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS  
ON OUTSIDE OF ENVELOPE

FOR OFFICE USE ONLY

FILED:

5 1 7 98

UBI:

601 874 512

CORPORATION NUMBER:

2-580843-7

IMPORTANT! Person to contact about this filing

Connie Gecich/Allied Waste Industries

Daytime Phone Number (with area code)

(602) 423-2946

**ARTICLES OF INCORPORATION**

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.")

Rabanco Acquisition Company Two

 NUMBER OF SHARES (Minimum of one (1) share must be listed)  
THE CORPORATION IS  
AUTHORIZED TO ISSUE 1,000

 CLASS OF (If "preferred" class is checked, please attach description)  
SHARES


Common



Preferred

EFFECTIVE DATE OF INCORPORATION (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)



Specific Date:



Upon filing by the Secretary of State

&gt;&gt;&gt;PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE&lt;&lt;&lt;

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT

Name C T Corporation System

Street Address (Required) 520 Pike Street City Seattle State WA ZIP 98101

PO Box (Optional - Must be in same city as street address) ZIP (If different than street ZIP)

I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

C T CORPORATION SYSTEM

By:

PLEASE SEE ATTACHED CONSENT

5-7-98

Signature of Agent

Printed Name

Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (If necessary, attach additional names and addresses)

Printed Name Steven M. Helm

Signature

Address 15880 N. Greenway-Hayden Loop, Ste. 100 City Scottsdale State AZ ZIP 85260

Printed Name

Signature

Address

City

State

ZIP

Printed Name

Signature

Address

City

State

ZIP

SIGNATURE OF OFFICER OR CHAIRPERSON

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

&amp; Corporate Secretary

Steven M. Helm, Vice President, Legal 5/6/98

Signature of Incorporator

Printed Name

Title

Date

CORPORATIONS INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

005-001(3/97)

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

 Check - 05/06/1998 16002345  
Call: 05/06/1998 16002345  
005-001(3/97)

ATTACHMENT TO ARTICLES OF INCORPORATION FOR  
RABANCO ACQUISITION COMPANY TWO,  
a Washington corporation

1. The initial Board of Directors of the Corporation and their respective addresses are as follows:

James Eng  
G. Thomas Rochford, Jr.  
Donald W. Slager  
15880 North Greenway-Hayden Loop  
Suite 100  
Scottsdale, Arizona 85260

2. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to make, alter, amend, change, add to or repeal the bylaws of the Corporation.

3. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the elimination or limitation of liability is prohibited under Section 23B.08.230 in the Washington Business Corporation Act, as in effect when such liability is determined. No amendment or repeal of this provision shall deprive a director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.

CONSENT TO SERVE AS REGISTERED AGENT

I, C T CORPORATION SYSTEM, hereby consent to serve as  
Registered Agent in the State of Washington, for the following:

RABANCO ACQUISITION COMPANY TWO

I understand that as agent, it will be my responsibility to receive  
service of process; to forward all mail; and to immediately notify the Office  
of the Secretary of State in the event of my resignation, or of any changes  
in the Registered Office address.

May 6, 1998

C T CORPORATION SYSTEM

By: Cindy L. Parrinello  
Cindy L. Parrinello, Special Asst. Secretary

## STATE of WASHINGTON



## SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

## ARTICLES OF MERGER

to

RABANCO RECYCLING, INC.

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging RABANCO ACQUISITION COMPANY TWO into RABANCO  
RECYCLING, INC.

UBI Number: 601.080 629

Date: June 25, 1998



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State

FILED  
STATE OF WASHINGTON

ARTICLES OF MERGER  
OF  
RABANCO RECYCLING, INC.

JUN 25 1998

RALPH MUNRO  
SECRETARY OF STATE

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act ("WBCA"), Rabanco Recycling, Inc., a Washington corporation (the "**Surviving Corporation**"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part hereof as though fully set forth herein. The merger will be effective on June ~~25~~ 1998.
2. The approval of the sole shareholder of Rabanco Acquisition Company Two, a Washington corporation, was obtained pursuant to Section 23B.11.030(2) of the WBCA. The approval of the shareholders of the Surviving Corporation was also obtained pursuant to Section 23B.11.030(2) of the WBCA.

Dated: June 25, 1998.

RABANCO RECYCLING, INC.  
a Washington Corporation

By Mary Razore  
Mary Razore, President

K:136969100001\MC\IMCL\_O302M

RAB000254

**ALLIED WASTE INDUSTRIES, INC.**

**RABANCO ACQUISITION COMPANY TWO**

**RABANCO RECYCLING, INC.**

**AGREEMENT AND PLAN OF MERGER**

Dated as of June 25, 1998



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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made effective as of June 25, 1998, by and among Allied Waste Industries, Inc., a Delaware corporation ("**Parent**"); Rabanco Acquisition Company Two, a Washington corporation and a wholly-owned subsidiary of Parent ("**Sub**"); and Rabanco Recycling, Inc., a Washington corporation ("**Company**").

WHEREAS, Parent; Sub, Rabanco Acquisition Company, Rabanco Acquisition Company Three, Rabanco Acquisition Company Four, Rabanco Acquisition Company Five, Rabanco Acquisition Company Six, Rabanco Acquisition Company Seven, Rabanco Acquisition Company Eight, Rabanco Acquisition Company Nine, Rabanco Acquisition Company Ten, Rabanco Acquisition Company Eleven, and Rabanco Acquisition Company Twelve, each of which is a Washington corporation and a wholly-owned subsidiary of Parent (collectively, the "**Subs**"); Company, Rabanco, Ltd., a Washington corporation, United Waste Control Corp., a Washington corporation, Rabanco Intermodal/B.C., Inc., a Washington corporation, WJR Environmental, Inc., a Washington corporation, Waste Associates, Inc., a Washington corporation, Paper Fibers, Inc., a Washington corporation, MJS Associates, Inc., a Washington corporation, Alaska Street Associates, Inc., a Washington corporation, S&L, Inc., a Washington corporation, SSWI, Inc., a Washington QSSS corporation, and CCAI, inc., a Washington QSSS corporation (collectively, the "**Companies**"); and the shareholders of the Companies (each a "**Shareholder**" and collectively, the "**Shareholders**") have entered into an Amended and Restated Agreement and Plan of Reorganization (the "**Reorganization Agreement**"), which provides for this Agreement;

WHEREAS the merger described in this Agreement and in the Reorganization Agreement is intended to be a "**reorganization**" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Agreement, along with the Reorganization Agreement is intended to constitute a "**plan of reorganization**" within the meaning of the regulations promulgated under Section 368 of the Code; and

WHEREAS, the Boards of Directors of Parent, Sub, and Company, and the shareholders of Company and Sub, respectively, have approved the merger of Sub with and into Company and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### THE MERGER

**Section 1.1 The Merger.** Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in

accordance with the Washington Business Corporation Act, as amended (the "**WBCA**"), Sub shall be merged with and into Company and the separate existence of Sub shall thereupon cease (the "**Merger**"). Company shall be the surviving corporation in the Merger (hereinafter referred to as the "**Surviving Corporation**" or "**Company**").

**Section 1.2 Effective Time of the Merger.** The Merger shall become effective pursuant to Section 23B.01.230 of the WBCA as of 5:00 PM, Pacific Time on the later of (the "**Effective Time**") (i) June 25, 1998, or (ii) the date a copy of this Agreement and the requisite Articles of Merger pursuant to Section 23B.11.050 of the WBCA and any other documents necessary to effect the Merger in accordance with the WBCA are filed with the Secretary of State of the State of Washington.

**Section 1.3 Effects of Merger.** The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA and all other applicable laws.

## ARTICLE II THE SURVIVING CORPORATION

**Section 2.1 Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended; provided, however, that the Articles of Incorporation of Sub shall be amended to provide that the name of Sub shall be "Rabanco Recycling, Inc."

**Section 2.2 Bylaws.** At the Effective Time, the Bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

**Section 2.3 Directors and Officers.** At and after the Effective Time, the directors and officers of Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation, as amended, and Bylaws.

## ARTICLE III CONVERSION AND EXCHANGE OF COMPANY SHARES

**Section 3.1 Conversion of Shares.** Subject to adjustment as set forth in Sections 2.4 and 2.9 of the Reorganization Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Sub or Company, the issued and outstanding shares of the capital stock of Company (the "**Company Shares**") shall be converted into the right of any Shareholder owning Company Shares to receive shares of common stock of Parent (the "**Parent Common Shares**"), in proportion to such Shareholder's respective ownership interest in Company and in proportion to the value of Company in relation

to the transactions contemplated hereby as expressed in a percentage and as set forth on Schedule 2.4(a) to the Reorganization Agreement. Appropriate adjustments shall be made for any stock-splits, stock dividends or other capital adjustments. No fractional Parent Common Shares will be issued in the Merger. In lieu of such issuance, the Parent Common Shares issued to any Shareholder pursuant to the terms of this Agreement shall be rounded at each incident of issuance to the closest whole Parent Common Share.

### **Section 3.2 Exchange of Certificates.**

(a) From and after the Effective Time, each holder of a certificate or certificates representing Company Shares, upon surrender of such certificates to Parent, shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole Parent Common Shares into which such holder's Company Shares were converted pursuant to Section 3.1 hereof. From and after the Effective Time, Parent and Sub shall be entitled to treat each certificate formerly representing Company Shares (each a "**Company Certificate**"), which has not yet been surrendered for exchange, as evidencing the right to receive the number of full Parent Common Shares into which the Company Shares represented by such Company Certificate shall have been converted pursuant to Section 3.1 hereof, notwithstanding the failure to surrender such Company Certificate. However, notwithstanding any other provision of this Agreement, until holders or transferees of Company Certificates have surrendered them for exchange as provided herein: (i) no dividends or other distributions shall be paid with respect to any Parent Common Shares represented by such Company Certificates, and (ii) without regard to when such Company Certificates are surrendered for exchange as provided herein, no interest shall be paid or payable on any dividends, if any.

(b) The Parent Common Shares into which Company Shares shall be converted in connection with the Merger shall be deemed to have been issued at the Effective Time.

**Section 3.3 Closing of Transfer Books.** From and after the Effective Time, the stock transfer books of each Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III.

## **ARTICLE IV**

### **MISCELLANEOUS**

**Section 4.1 Termination.** Prior to the Effective Time, this Agreement shall terminate in the event of and upon the termination of the Reorganization Agreement.

**Section 4.2 Amendment.** This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

**Section 4.3 Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by

registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

(a) if to Parent or Sub, to:

Allied Waste Industries, Inc.  
15580 N. Greenway-Hayden Loop, Ste. 100  
Scottsdale, AZ 85260  
Attention: Larry D. Henk  
Phone: (602) 627-2700  
Fax: (602) 627-2704

*with a copy to:*

Fennemore Craig, P.C.  
3003 North Central Avenue, Ste. 2600  
Phoenix, AZ 85012-2913  
Attention: Karen C. McConnell  
Phone: (602) 916-5307  
Fax: (602) 916-5507

(b) if to Company prior to Closing, to:

Rabanco Companies  
200-112<sup>th</sup> Ave. NE, Suite 300  
Bellevue, WA 98004  
Phone: (425) 646-2400  
Fax: (425) 646-2440  
Attn: Office of the President

*with a copy to:*

Preston Gates & Ellis LLP  
5000 Columbia Center  
701 Fifth Ave.  
Seattle, WA 98104-7078  
Attention: Robert S. Jaffe  
Phone: (206) 623-7580  
Fax: (206) 623-7022

**Section 4.4 Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

**Section 4.5 Miscellaneous.** This Agreement (including the documents and instruments referred to herein), the Reorganization Agreement, and the other agreements contemplated thereby: (i) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington (without giving effect to the provisions thereof relating to conflicts of law).

**Section 4.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**Section 4.7 Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

**Section 4.8 Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

*(the remainder of this page has been intentionally left blank)*

**SIGNATURE PAGE –  
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, Parent, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.


**PARENT**

ALLIED WASTE INDUSTRIES, INC.

By   
Thomas Van Weelden, President

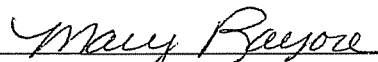
**SUB**

RABANCO ACQUISITION COMPANY TWO

By   
Larry D. Henk, Vice President

**COMPANY**

RABANCO RECYCLING, INC.

By   
Mary Razore, President

**SCHEDULE 2.4(a)**

**CAPITAL STRUCTURE OF COMPANIES HELD BY RAZORE SHAREHOLDERS  
AND  
CONVERSION OF COMPANY STOCK**

| <b>Company</b>      | <b>Authorized<br/>Capital<br/>Stock</b> | <b>Company<br/>Shares<br/>Issued and<br/>Outstanding</b> | <b>Conversion<br/>Ratio<br/>(Parent<br/>Common<br/>Shares per<br/>Company<br/>Share)</b> |
|---------------------|---|--|--|
| Limited             | 50,000                                  | 352.2  | 13955.2  |
| Recycling           | 50,000                                  | 6,667  | 137.37   |
| United              | 500                                     | 105  | 3141.36  |
| Intermodal          | 50,000                                  | 10,000   | .0034  |
| WJR                 | 1,000                                   | 1,000  | 5,161.476  |
| Waste<br>Associates | 1,000                                   | 1,000  | 1,118.967  |
| Paper Fibers        | 10,000                                  | 100  | 3,670.69   |
| MJS                 | 1,000                                   | 1,000  | 1,111.239  |
| Alaska Street       | 10,000                                  | 9,000  | 3.242  |
| S & L               | 10                                      | 4  | 12,824   |



**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
RABANCO ACQUISITION COMPANY TWO**

Pursuant to RCW 23B.10.060 and RCW 23B.11.010(3) of the Revised Code of Washington, Rabanco Acquisition Company Two (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

- A. The name of the corporation is Rabanco Acquisition Company Two.
- B. The Articles of Incorporation are hereby amended by changing the name of the corporation to the following:  
  
Rabanco Recycling, Inc.
- C. The amendment does not provide for an exchange, reclassification, or cancellation of issued shares.
- D. The foregoing amendment was adopted by the Board of Directors of the Corporation on June 25, 1998. Pursuant to RCW 23B.10.020(5), shareholder action was not required on the amendment.